

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

HENRYK STRZELETZ
RR 1, Box 363
Dallas, PA 18612

Plaintiff

vs.

CHIEF GATHERING, LLC
5956 Sherry Lane, Suite 1500
Dallas, TX 75225

Defendant

NO:

COMPLAINT

NOW COMES the Plaintiff, Henryk Strzeletz, by and through counsel, Abrahamsen, Conaboy & Abrahamsen, P.C., and complains of the above referenced Defendant as follows:

JURISDICTION

1. This Court is subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 in that the Plaintiff has diverse citizenship from the Defendant and the amount in controversy exceeds \$75,000.00.

VENUE

2. Venue is proper in this Honorable Court because all transactions that lead to this cause of action transpired in the Middle District of Pennsylvania and

the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

PARTIES

3. The Plaintiff, Henryk Strzeletz, is an adult and competent individual who currently resides at RR 1, Box 363, Dallas, Luzerne County, Pennsylvania 18612 and he is a citizen of the Commonwealth of Pennsylvania.

4. The Defendant, Chief Gathering, LLC, is a Texas limited liability company located at 5956 Sherry Lane, Suite 1500, Dallas, Texas 75225 and has a principal place of business at the same address. After reasonable investigation, it has been determined that the only member of Chief Gathering, LLC is a privately traded company Chief Oil and Gas. Chief Oil and Gas is not a citizen of the Commonwealth of Pennsylvania and as such diversity exists from the Plaintiff.

FACTS

6. The Plaintiff entered into a gas pipeline lease agreement with Chief Gathering, LLC, on April 17, 2010. A copy of the contract is attached hereto and marked as Exhibit "A".

7. The lease at issue is a pipeline lease that allows the Defendant to place an underground pipeline on Plaintiff's property located in Monroe Township, Pennsylvania.

8. The Plaintiff requests monetary relief and breach of contract for failure of the Defendant to properly place the pipeline in the agreed upon location and failing

to put the above ground surface back in the condition as it existed prior to the placement of the pipeline as provided in the contract at issue and more particularly described below.

9. The Plaintiff, Henryk Strzeletz, is the owner of a parcel of property located in Monroe Township consisting of 49.721 acres and identified as tax parcel number 14-008.0-032-00-00-00 (referred to individually and collectively as the property).

10. The term of the Right-of-Way Agreement was for an initial term of three (3) years commencing April 17, 2010.

11. The Lease Agreement further stated that the Right-of-Way Agreement would extend beyond the three (3) year term if construction of the pipeline had occurred on the premises prior to the expiration of the initial three (3) year term.

COUNT I

BREACH OF CONTRACT

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12. The Plaintiff incorporates paragraphs one (1) through eleven (11), inclusive, as if the same were set forth here fully.

13. The Plaintiff was away on vacation in the summer of 2012.

14. When he returned to his home in September of 2012, he found that the Defendant had actively engaged in the placement of the gas pipeline at issue while

he was gone.

15. The Plaintiff received no advance notice that the Defendant was going to begin actual construction and placement of the pipeline in question.

16. When Plaintiff discovered the pipeline placement, he determined that the Defendant had placed the pipeline in question in an area that was not in the agreed upon placement pursuant to the contract at issue.

17. In fact, the actual location of the pipeline placement was significantly closer to his house and also through an area for a secondary home located on Plaintiff's property.

18. In the midst of the construction, the Defendant cut electrical power lines to the secondary home that severed all power to the home.

19. The Defendant tore up trees and land that was not agreed to by the Plaintiff.

20. Subsequent to the construction, Plaintiff engaged in conversations with the Defendant to repair the damage that occurred.

21. The Defendant to date has not repaired any of the damage to Plaintiff's property including the power to the home and also the destruction of trees and property on Plaintiff's property.

22. Additionally, Defendant has not done anything to relocate the pipeline to the agreed upon place.

23. Based upon the Defendant's improper placement and damage to the Plaintiff's property, Defendant stands in breach of contract.

WHEREFORE, it is respectfully requested that this Court enter judgment in favor of the Plaintiff and against the Defendant in an amount in excess of \$75,000.00 for the improper placement of the pipeline and the damage done by the Defendant in the placement of the subject pipeline.

Respectfully submitted,

By: /s/ Edwin A. Abrahamsen, Jr.
Edwin A. Abrahamsen, Jr. Esquire
Attorney ID Number 92851
Abrahamsen, Conaboy & Abrahamsen, P.C.
1006 Pittston Avenue
Scranton, PA 18505
(570) 348-0200
cabrahamsen@law-aca.com